From: Tamplin, James [jt9576@att.com]

Sent: Wednesday, August 27, 2008 9:02 AM

To: Hicks, Thomas

Cc: Angela Collins

Subject: Intrado, Inc. Redlines for NIM and ITR Appendices for IL and TX

Attachments: ATT NIM IL TX (13 STATE) 8-26-08 redline TP input.DOC; ATT ITR IL TX (13 STATE) 8-26-08 redline TP input.DOC

Tom,

Attached are the redlines for the NIM and ITR Appendices. I believe that leaves only the Pricing Appendix that we still owe you from a redlined perspective.

<<ATT NIM IL TX (13 STATE) 8-26-08 redline TP input.DOC>> <<ATT ITR IL TX (13 STATE) 8-26-08 redline TP input.DOC>>

Jim Tamplin

Lead Interconnection Agreement Manager, Wholesale
34S91
AT&T Midtown Center
675 W Peachtree Street
Atlanta, GA 30375
404.927.8997
404.529.7839 (Fax)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

AT&T-STATE proposed language is bolded and underlined
Intrado ~~Comm~~ Inc. proposed language is italicized and bolded

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act other than 911/E911 Service traffic, which is governed by Appendix ~~CESIM~~ 911 NIM and Appendix ~~CES~~911; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 "**AT&T-STATE**" means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~Intentionally Omitted.~~

1.4 Intentionally Omitted.

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1.14 "**AT&T ILLINOIS**" means the AT&T-owned ILEC doing business in Illinois. ~~Intentionally Omitted.~~

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1.19 Intentionally Omitted.

1.20 Intentionally Omitted. ~~**AT&T OHIO** As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.~~

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1.21 Intentionally Omitted.

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1.23 "AT&T TEXAS" means the AT&T-owned ILEC doing business in Texas. ~~Intentionally Omitted.~~

1.24 Intentionally Omitted.

1.25 **AT&T-OHIO STATE** shall provide, for CLEC's facilities and equipment, Interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AT&T-OHIO STATE** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T-OHIO STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection which shall be incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **AT&T-OHIO's STATE's** network is partly comprised of End Office switches, Local Only Tandem Switches (**AT&T-TEXAS SOUTHWEST REGION 5-STATE** and **AT&T-ILLINOIS MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **AT&T-OHIO's STATE's** network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan **for a specific Interconnection area**. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-OHIO's STATE's** End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks **and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan**.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a ***technically feasible*** point on the **AT&T-OHIO STATE** network **(End Office or Tandem building)** identified by CLEC where the Parties deliver **Section 251(b)(5)/IntraLATA Toll T**traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide and the POIs designated pursuant to ~~the~~ Appendix ~~CESIM 911 NIM~~ or this Appendix NIM.

2.3 Each Party is responsible for the facilities to its side of the **negotiated** POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and **AT&T-OHIOSTATE**.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an **AT&T-OHIO STATE** area defined by the sum of all local calling areas served by **AT&T-OHIO STATE** End Offices that subtend an **AT&T-OHIO STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within **AT&T-OHIO's STATE's** network in the LATA where CLEC Offers Service.

2.4.3 A "Single POI" is a single Point of Interconnection within a LATA on **AT&T-OHIO's STATE's** network that is established to interconnect **AT&T-OHIO's STATE's** network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

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2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

(i) at an AT&T-~~OHIO~~ STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-~~OHIO~~ STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an AT&T-~~OHIO~~ STATE End Office in a local calling area not served by an AT&T-~~OHIO~~ STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-~~OHIO~~ STATE will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-~~OHIO~~ STATE Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-~~OHIO~~ STATE Tandem or End Office building and wishes for AT&T-~~OHIO~~ STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-~~OHIO~~ STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-~~OHIO~~ STATE Tandem, ***or*** End Office building ***or other mutually agreeable meet point between the Parties' networks*** within each local exchange area (AT&T-~~TEXAS SOUTHWEST REGION 5-STATE~~) or LATA (AT&T-~~ILLINOIS MIDWEST REGION 5-STATE, AT&T CONNECTICUT~~, and ~~AT&T-2STATE~~).

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3.3.1.1 When CLEC requests to interconnect at a Fiber Meet Point, CLEC and AT&T-OHIO STATE will jointly provision the facilities that connect the two Parties' networks. AT&T-OHIO STATE will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Each Party will provide fifty percent (50%) of the facilities to the Fiber Meet Point. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a Fiber Meet Point, each Party will be financially responsible for the facilities on its side of the Fiber Meet Point and will not bill the other Party for any portion of those facilities. **Intentionally Omitted**

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or **AT&T-OHIO STATE** designated) manhole at the **AT&T-OHIO STATE** Tandem or End Office building. **AT&T-OHIO STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **AT&T-OHIO STATE** to pull through to the **AT&T-OHIO STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **AT&T-OHIO STATE** shall take the fiber from the manhole and terminate it inside **AT&T-OHIO's STATE's** office at the cable vault at **AT&T-OHIO's STATE's** expense. In this case the POI shall be at the **AT&T-OHIO STATE** designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and **AT&T-OHIO STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

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4. RESPONSIBILITIES OF THE PARTIES

4.1 ***Intentionally Omitted.*** For each local Interconnection within an AT&T-OHIO STATE area, CLEC shall provide written notice to AT&T-OHIO STATE of the need to establish Interconnection in each local exchange area (AT&T-TEXAS SOUTHWEST REGION 5-STATE) or LATA (AT&T-ILLINOIS2ST-ATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5-STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-OHIO STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website).

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4.2 Upon receipt of CLEC's notice to interconnect, t*T*he Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Inter connection and other relevant factors.

4.3 Either Party may add or remove additional switches. The Parties shall provide 120 ***30*** days written notice to establish such ***additional*** Interconnection ***arrangements or re-arrangements of existing interconnections***; and the terms and conditions of this Agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on their side of the POI.

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APPENDIX ITR
(Interconnection Trunking Requirements)

AT&T-STATE proposed language is bolded and underlined
Intrado Inc. proposed language is italicized and bolded

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC), other than Interconnection for the exchange of 911/E911 Service traffic, which is governed by Appendix CESIM-911 NIM and Appendix CES911.

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **AT&T-~~OHIO~~STATE**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

1.4 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.5 **"AT&T-STATE"** means the AT&T-owned ILEC doing business in either Illinois or Texas. ~~Intentionally Omitted.~~

1.6 Intentionally Omitted.

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1.16 **"AT&T ILLINOIS"** means the AT&T-owned ILEC doing business in Illinois. ~~Intentionally Omitted~~

1.17 Intentionally Omitted.

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1.22 Intentionally Omitted ~~**AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T owned ILEC doing business in Ohio.~~

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 **AT&T TEXAS** means the AT&T owned ILEC doing business in Texas. ~~Intentionally Omitted.~~

1.26 Intentionally Omitted.

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in **AT&T-TEXAS** as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in **AT&T-~~OHIO~~ILLINOIS**.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one **AT&T-~~OHIO~~ STATE** local calling area and the local calling area of another **AT&T-~~OHIO~~ STATE** or LEC within one LATA within the respective state.

2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and **AT&T-~~OHIO~~ STATE** End Users.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via **AT&T-~~OHIO~~ STATE** Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when either Party opens an NPA-NXX, ports a number to serve an End User, or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining ***telephone exchange service*** **local dialtone** from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining ***telephone exchange service*** **local dialtone** from **AT&T-~~OHIO~~ STATE** where **AT&T-~~OHIO~~ STATE** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

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3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. **AT&T-OHIO STATE** shall issue ASRs for one-way trunk groups originating at the **AT&T-OHIO STATE** switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate **AT&T-OHIO STATE** Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an **AT&T-OHIO STATE** Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an **AT&T-OHIO STATE** Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Intentionally Omitted.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **AT&T-OHIO STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **AT&T-OHIO STATE** deploys in its network Local Only Tandem Switches (**AT&T-TEXAS SOUTHWEST REGION 5-STATE** and **AT&T-ILLINOIS MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches (**AT&T-TEXAS SOUTHWEST REGION 5-STATE**) Local/Access Tandem Switches and Access Tandem Switches. In addition **AT&T-OHIO STATE** deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 CLEC **shall** ***may*** establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in **AT&T-ILLINOIS MIDWEST REGION 5-STATE**. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC **shall** ***may*** establish Local Interconnection Trunk Groups to each **AT&T-OHIO STATE** End Office Switch in that LATA in which it Offers Service. CLEC **shall** ***may*** establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in **AT&T-TEXAS SOUTHWEST REGION 5-STATE**. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in ~~the~~ **AT&T-TEXAS SOUTHWEST REGION 5-STATE**, CLEC **shall** ***may*** establish a Local Interconnection Trunk Group to each **AT&T-OHIO STATE** End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Local Tandem) to the respective **AT&T-OHIO STATE** Local Tandem on the trunk groups defined below. **AT&T-OHIO STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **AT&T-OHIO STATE** End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group ~~(one-way in AT&T CONNECTICUT)~~ when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to **AT&T-OHIO STATE** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate **AT&T-OHIO STATE** Local Tandem. If an

AT&T-~~OHIO~~ STATE End Office does not subtend an AT&T-~~OHIO~~-STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by AT&T-~~OHIO~~ STATE on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-~~OHIO~~ STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way ~~(one way in AT&T CONNECTICUT)~~.

4.5 Trunk Configuration

4.5.1 Trunk Configuration – AT&T-~~TEXAS SOUTHWEST REGION 5-STATE~~ and AT&T-~~ILLINOIS MIDWEST REGION 5-STATE~~ and ~~AT&T CONNECTICUT~~

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any AT&T-~~OHIO~~ STATE switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Intentionally Omitted.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and AT&T-~~OHIO~~ STATE End Users.

5.2 Intentionally Omitted.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: ~~AT&T-ILLINOIS MIDWEST REGION 5-STATE~~

5.3.1 Tandem Trunking –~~AT&T-ILLINOIS MIDWEST REGION 5-STATE~~

5.3.1.1 In ~~AT&T-ILLINOIS MIDWEST REGION 5-STATE~~:

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T-~~ILLINOIS MIDWEST REGION 5-STATE~~ End Offices that subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (~~AT&T-2STATE only~~) in the LATA for calls destined to or from all AT&T-~~ILLINOIS MIDWEST REGION 5-STATE~~ End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Intentionally Omitted.

AT&T-STATE proposed language is bolded and underlined
Intrado Inc. proposed language is italicized and bolded

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: **AT&T-~~OHIO~~STATE**

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the **AT&T-~~OHIO~~ STATE** Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a **AT&T-~~OHIO~~ STATE** Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When **AT&T-~~OHIO~~ STATE** has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every **AT&T-~~OHIO~~ STATE** Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 **AT&T-~~OHIO~~ STATE** will not block switched access customer traffic delivered to any **AT&T-~~OHIO~~ STATE** Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **AT&T-~~OHIO~~ STATE** Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will **AT&T-~~OHIO~~ STATE** be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. **AT&T-~~OHIO~~ STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **AT&T-~~OHIO~~ STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **AT&T-~~OHIO~~STATE**

5.5.1 If CLEC chooses **AT&T-~~OHIO~~ STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AT&T-~~OHIO~~ STATE** Access or Local/Access Tandem Switch.

5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that **AT&T-~~OHIO~~ STATE** perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will

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route the post-query local or IntraLATA converted ten-digit local number to **AT&T-OHIO STATE** over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to **AT&T-OHIO's STATE's** Access or Local/Access Tandem Switch. Calls will be routed to **AT&T-OHIO STATE** over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to **AT&T-OHIOSTATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 Intentionally Omitted.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **AT&T-OHIOSTATE**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	*Number of Mass Calling Trunks*
0 – 10,000	*2*
10,001 – 20,000	*3*
20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **AT&T-OHIO STATE** at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **AT&T-OHIO STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with **AT&T-OHIO STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **AT&T-OHIO STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **AT&T-OHIO STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the **AT&T-OHIO STATE** Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

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5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If **AT&T-~~OHIO~~ STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required: Formatted: Highlight

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **AT&T-~~OHIO~~ STATE** Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Formatted: Highlight

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **AT&T-~~OHIO~~ STATE** Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Formatted: Highlight

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When **AT&T-~~OHIO~~ STATE**'s operator is under contract to verify the busy status of CLEC End Users, **AT&T-~~OHIO~~ STATE** will utilize a segregated one-way with MF signaling trunk group from **AT&T-~~OHIO~~ STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Formatted: Highlight Formatted: Highlight Formatted: Highlight

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **AT&T-~~OHIO~~ STATE**'s Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Formatted: Highlight

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If CLEC chooses **AT&T-~~OHIO~~ STATE** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks. Formatted: Highlight

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-OHIOSTATE

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6.1 CLEC ***Each Party*** agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-OHIO STATE ***Each Party*** shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by ***the other Party*** CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-OHIO STATE General Trunk Forecast. The Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

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6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-OHIO STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-OHIOSTATE, unless otherwise specified in this Appendix.

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6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AT&T-OHIO STATE

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7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

AT&T-STATE proposed language is bolded and underlined
Intrado Inc. proposed language is italicized and bolded

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AT&T-OHIOSTATE

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8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. ~~In **AT&T CONNECTICUT** where one way trunks are provisioned, **AT&T CONNECTICUT** will issue ASRs for trunk groups for traffic that originates from **AT&T CONNECTICUT** and terminates to CLEC.~~

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **AT&T-OHIO STATE** will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

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8.3.1.2 In a blocking situation, **AT&T-OHIO STATE** is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. **AT&T-OHIO STATE** will issue an ASR within three (3) business days after receipt and review of the TGSR.

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8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be

left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.4 If **AT&T-~~OHIO~~ STATE** does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **AT&T-~~OHIO~~ STATE** will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AT&T-~~OHIO~~ STATE** reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

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8.3.3 Trunk Servicing – **AT&T-TEXAS** Exception

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8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by **AT&T-TEXAS** trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

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8.4 Projects require the coordination and execution of multiple orders or related activities between and among **AT&T-~~OHIO~~ STATE** and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

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8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 **AT&T-~~OHIO~~ STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **AT&T-~~OHIO~~ STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **AT&T-~~OHIO~~ STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

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8.6 CLEC Ordering Processes Intentionally Omitted

8.6.1 Where AT&T-OHIO STATE is ordering Interconnection to CLEC's network, AT&T-OHIO STATE will follow CLEC's ordering processes as posted on CLEC's website.

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9. TRUNK DATA EXCHANGE: AT&T-OHIOSTATE

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9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-OHIOSTATE

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10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **AT&T-OHIO STATE** will immediately notify each other of any protective control action planned or executed.

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10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and **AT&T-OHIOSTATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

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11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

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Intrado Inc. proposed language is italicized and bolded

12.1 For purposes of this Agreement only, Switched Access Traffic shall ***be defined consistent with Applicable Law.*** **mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-~~13~~STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement.** ***To the extent required by Applicable Law***, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC ~~e~~End ~~u~~User that obtains **local dial tone** ***telephone exchange service*** from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T ~~e~~End ~~u~~User that obtains **local dial tone** ***telephone exchange service*** from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over Interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004) ***or any other FCC orders or applicable court decisions addressing the treatment of traffic for purposes of the charges applicable to Switched Access Traffic***.

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups ***inconsistent with Applicable Law***, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. **If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such**

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traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.